

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF JUVENILE JUSTICE

REQUEST FOR PROPOSALS

Solicitation Number: **DJJ-07-008** Issue Date: October 2, 2006

Title: Best Practices Training for Juvenile Probation Commodity Code: **NIGP 92435**
UN/SPSC 86101800

Issuing Agency: DEPARTMENT OF JUVENILE JUSTICE
Materials Management Unit
700 Centre, East Franklin St., 4th Flr.
Richmond, Virginia 23218

Location of Services: Commonwealth of Virginia – Statewide at Selected Locations

PERIOD OF CONTRACT: The contract period will be for an initial twelve months with the option to renew for four (4) successive one-year periods in accordance with Section IX, paragraph N.

PRE-PROPOSAL CONFERENCE: Not Required.

PROPOSAL RETURN DATE: Sealed proposals will be received until **November 2, 2006 at 2:00 p.m.** (Local Prevailing Time) for furnishing the services described herein.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF HAND DELIVERED OR EXPRESS MAIL, DELIVER TO: DJJ, 700 Centre, East Franklin St., 4th Floor, Main Receptionist, Richmond, VA 23219, ATTN: Materials Management Unit, RPF # DJJ-07-008, Best Practices Training for Juvenile Probation.

All proposals received after the appointed date and hour for receipt, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time received at the Reception Desk. Offerors have the sole responsibility for assuring that proposals are received in the purchasing office by the designated date and time. Faxed or oral proposals will not be accepted.

REQUEST FOR INFORMATION: All inquiries for information should be directed to James E. Harris, Jr., Buyer Specialist, Material Management Unit at 804-371-2810 or Email at James.E.Harris@djj.virginia.gov

In Compliance With this Request for Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name & Address of Firm:

_____ Zip Code _____

FEI/FIN No: _____
Telephone: () _____
FAX No.: () _____

By: _____
Signature in Ink

Printed Name

Title

Date

Email: _____

(Please check as applicable)

MINORITY BUSINESS [] SMALL BUSINESS [] WOMEN-OWNED BUSINESS []

This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. **PURPOSE:** The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals in order to establish a contract through competitive negotiations, to provide four two-day training sessions for juvenile probation and parole staff of the Virginia Department of Juvenile Justice (DJJ), an agency of the Commonwealth of Virginia. The training is to enhance the knowledge and skills of DJJ staff toward the agency's goal of reducing recidivism and improving outcomes through the efforts of a highly skilled and competent workforce.

II. **BACKGROUND:**

A. **Project Overview:** The Virginia Department of Juvenile Justice is the lead state agency responsible for the supervision of juveniles before the court on matters of delinquency. This includes individuals between the ages of 10 and 20 years old. The DJJ strives to meet the needs of the Commonwealth through a continuum of services that address the need for public safety, holding offenders accountable and developing competency skills. The DJJ seeks to employ evidence-based, state of the art approaches to guide individual case level decision making and interventions. DJJ employs assessment instruments and processes that address risk of reoffending and identify specific needs. Through the training to be provided under this RFP, DJJ wishes to increase the knowledge and skills of probation and parole staff in research-based approaches toward reducing recidivism. DJJ intends to deliver this training in four regional sites to maximize the access of staff.

III. **STATEMENT OF NEEDS:**

- A. **General Requirements:** The DJJ is seeking to implement four training events (no more than two-days per event) to staff of the agency's court service units. All training sessions will be held at locations provided by DJJ.
- B. The Offeror shall provide the following:
1. **Qualified training staff and high-quality curricula:** Trainers for this project should have extensive knowledge of evidence-based approaches toward intervention in juvenile delinquency and extensive experience in training professional staff in these approaches. Training methodologies should reflect adult learning principles and incorporate both didactic presentation and experiential activities. Training activities should include opportunities for participants to discuss application of training content into their everyday duties.
 2. **High quality training materials/resources:** It is expected that training participants will be provided with useful handouts and related resources to enhance their training experience and provide materials for reference following the completion of the training.

IV. **EVALUATION CRITERIA**

- A. Proposals will be evaluated by the DJJ using the following criteria (100 possible points):
1. The Offeror's specific plan to provide the DJJ with the products and services as described in Section III., Statement of Needs (65 points);
 2. The Offeror's experience in providing the products and services described in this RFP, and the experience of the individuals whom the firm proposes to provide such services (10 points);
 3. The Offeror's references from clients whom are comparable to the DJJ (10 points);

4. The Offeror's proposed pricing (10 points);
5. The Offeror's current and planned SWAM participation (5 points).

V. SPECIFIC SUBMISSION REQUIREMENTS: The following must be included in the proposal:

- A. Number of Copies: **One (1) original and three (3) copies** of the proposal must be submitted to the DJJ, Materials Management Unit. No other distribution of the proposals shall be made by the Offeror. Offerors may also at their option, submit a copy of their proposal in a comparable word processing format (e.g., MS Office 97 format) on a double sided HD 3.5 diskette(s) or CD.
- B. Cover Sheet: All Offerors shall return the RFP cover sheet and all addenda, Acknowledgment(s), if any, signed and completed as required. The DJJ will not accept oral or FAX proposals.
- C. Table of Contents: Include a clear identification of the material by section and page number and cross-reference to applicable sections of the RFP.
- D. A Written Narrative Statement: The Offerors shall state as succinctly as possible its understanding and approach to meeting the requirements in the Statement of Needs found in Section III. of this RFP, including the following:
 1. The proposed curriculum for the training events.
 2. The process of effectively training juvenile justice personnel to understand and implement research-based, best practice approaches; including at least several examples of proposed instructional methodologies.
 3. The suggested number of trainers for each session.
 4. A description of the preferred number of participants per training session and the maximum recommended number of participants per session.
 5. A description of necessary training site requirements and logistics, including preferred room configuration and equipment to be provided by DJJ (DJJ will provide the training venues).
- E. Offeror's Qualifications and Experience: Offerors shall provide all pertinent data relating to the Offeror's qualifications of personnel, and capabilities to perform the proposed services. Identify and describe the experience of key persons from your agency who will be actively engaged in the proposed program. Specifically include the nature of experience related to juvenile justice programs/agencies. Include the years of experience, type and name of program, and location of the program and a contact person at this program.
- F. Evaluation and Monitoring: Offerors shall identify the specific methods and procedures that will be used to evaluate the quality, effectiveness, and efficiency of the administration and operations of the services procured under this solicitation.
- G. License(s): Proposals shall include copies of any and all applicable licenses including a business license.
- H. References: Offerors shall provide a list of at least four references for whom similar services

have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, and telephone number. (See Attachment A, Offeror Data Sheet.)

I. Financial:

1. Include a brief overview of your firm's historical and current financial status that may include financial statements, bank references, and any other information that is relevant to your firm's financial stability and solvency.
2. Your firm's business structure to include the relationship between any parent company and subsidiaries, if applicable, to your firm.
3. Audited Statements: Offerors shall submit the latest audited statements, annual or quarterly reports, rating from a nationally recognized credit rating organization, or any other acceptable proof of financial responsibility.

J. Price: Offerors must provide an inclusive price for meeting the requirements specified in the Statement of Needs, with the exception of travel expenses. Following a mutually agreeable specification of training sites and dates, DJJ will reimburse the offeror for actual travel expenses in accordance with Commonwealth of Virginia, State Travel Regulations. Those regulations can be founds at:

http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335.pdf.

See Attachment D for the Pricing Schedule to be submitted.

K. Delivery of Services: The Department desires that services no later than January 15, 2007. State your earliest firm delivery or performance date.

L. Contractual Arrangements:

1. State the firm's acceptance of the Commonwealth's General Terms and Conditions;
2. State the firm's acceptance, with any proposed modifications, of the Special Terms and Conditions; and
3. Provide any contract documents the firm will request that the DJJ sign.

M. Identification Of Proposal Envelope: The signed proposal should be returned in a separate envelope or package, sealed and marked in the lower left-hand corner with the solicitation number, commodity, hour and due date of the proposal.

From: _____
Name of Offeror

Street or Box Number

City, State, Zip Code

November 2, 2006 **2:00 P.M.**

Due Date Time
DJJ-07-008

RFP No.
Best Practices Training for Juvenile Probation

RFP Title

The envelope should be addressed as directed on the cover page of the solicitation. Proposals may be hand delivered to the Issuing Agency's purchasing office. No other correspondence or other proposals should be placed in the envelope.

VI. ISSUANCE OF RFP AND INSTRUCTIONS TO OFFERORS:

A. The Issuing Office is:

Materials Management Unit
Department of Juvenile Justice
700 Centre, East Franklin Street, 4th Flr.
P.O. Box 1110
Richmond, VA 23218-1110

Attention: James E. Harris, Jr.
Buyer Specialist
Telephone: (804) 371-2810
Fax: (804) 786-3079
Email: James.E.Harris@djj.virginia.gov

Any questions concerning this RFP will be directed to James Harris at (804) 371-2810, and not to any other person at the DJJ. The DJJ will determine whether any addenda should be issued as a result of any question or other matters raised.

B. Communications Between the DJJ and the Offerors:

1. Informal Communications:

- a. From the date of receipt of this Request for Proposals (RFP) by each offeror until a binding contractual agreement exists with the Selected Offeror and all other offerors have been notified, or when the DJJ rejects all proposals, informal communications regarding this procurement will cease. Informal communications will include but not be limited to:
 - (1) Requests from the offerors to any department/office at the DJJ or local authorized user, with the exception of the Materials Management Unit for information, comments, speculation, etc.
 - (2) Requests from any department/office at DJJ or local "authorized user", or any employee of the DJJ or local "authorized user", with the exception of the Materials Management Unit for information, comments, speculation, etc.

2. Formal Communications:

- a. From the date of receipt of this RFP by each Offeror until a binding contractual Agreement exists with the Selected Offeror and all other offerors have been notified, or when the DJJ rejects all proposals, all communications between the DJJ and the offerors will be formal, or as provided for in this RFP, or as requested by the Materials Management Unit. Formal communications will include but not be limited to:
 - (1) Oral Presentations
 - (2) Site visits, Interviews, etc.
- b. Any failure to adhere to the provisions set forth in Informal Communications and the Formal Communications sections above may result in the rejection of any Offeror's

proposal or cancellation of this Request for Proposals (RFP).

- c. Proposal Preparation: In order to be considered for selection, Offerors must submit a complete response to this RFP. Proposals should be as thorough and detailed as possible so that the DJJ may properly evaluate your capabilities to provide the required services. Offerors are required to comply with the following instructions:
3. Authorized Signatures: Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in the DJJ requiring prompt submission of missing information and/or giving a lower score in evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the DJJ. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation
 4. Completeness: Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 5. Additional Information: Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.
 6. Binding: Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 7. Organization of Content: Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each section/paragraph in the Offeror's proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed
 8. Virginia Freedom of Information Act: Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item price(s) and/or total proposal price(s) as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

9. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the DJJ. This provides an opportunity for the DJJ to ask questions and the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The DJJ, Materials Management Unit will schedule the time and location of these presentations. Oral presentations are an option of the DJJ and may or may not be conducted.
10. Offeror's Representation: Offerors, by submission of a proposal, represent that they have read and understand the solicitation documents and specifications and have familiarized themselves with all federal, state and local laws, ordinances, rules and regulations that may affect the cost, progress or performance of the work.
11. Name of Corporation: If the Offeror is a corporation, the proposal must be submitted in the name of the corporation, not simply in the corporation's trade name. In addition, the Offeror must indicate the corporate title of the individual signing the proposal. By signature the Offeror certifies acceptance of all terms and conditions specified in the solicitation.
12. Offeror's Obligation: The failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the Offeror from any obligations with respect to its proposal or to the contract.

VII. CODE OF VIRGINIA:

Section 66-3 authorizes the Director of the DJJ "to make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under this title, including, but not limited to, contracts and agreements with the United States, other states, and agencies and governmental subdivisions of the Commonwealth."

VIII. MINORITY PARTICIPATION:

- A. Policy: It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small business and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this are required. By submitting a proposal, Offerors certify all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in rejection of the proposal. (See Attachment C)
- B. Participation: All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested, the DJJ may require prompt submission of missing information after the receipt of proposals
- C. Submission Requirements: The Offeror must submit the following three sets of data for small business, women-owned business and minority-owned business: (1) ownership, (2) utilization of small, women-owned, and minority-owned businesses for the most recent 12 months, and (3) planned involvement of small businesses, women-owned businesses and minority-owned businesses on the procurement. The formats for submission of this data are included at

- D. Periodic Progress Reports/Invoices: For contracts requiring the submission of periodic contract performance progress reports or program status reports, the Contractor will include a section on involvement of small businesses and businesses owned by women and minorities. The section will specify the actual dollars contracted to be spent to date with such businesses, actual dollars expended to date with such businesses, and the total dollars planned to be contracted with such businesses on this contract. This information shall be provided separately for small businesses, women-owned businesses and minority-owned businesses.

If the contract does not require the submission of periodic progress reports, the Contractor will be required to provide the above required information on actual involvement of small businesses and businesses owned by women and minorities as part of their periodic invoices or periodically as stipulated by the agency.

- E. Final Actual Involvement Report: The Contractor will submit, prior to completion or at completion of the contract and prior to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of this contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, minority-owned, women-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value. A suggested format is as follows:

Business Class: (Small, Women-Owned or Minority-Owned)

Firm Name Address and Phone #	Type Goods Services	Actual Dollars	Planned Dollars	% of Total Contract
Totals for Business Class				

- IX. **METHOD OF PAYMENT**: DJJ desires that products and services shall be invoiced at the completion of the project and such invoices shall be paid based on satisfactory delivery and performance according to the the contract award. **Offerors who desire a different invoicing schedule should detail that schedule in their proposal.** Regardless of the final negotiated method of payment, invoices shall be submitted to the Division of Community Programs. The mailing address is:

Department of Juvenile Justice
Attn: Scott Reiner, Program Development Manager
700 Centre, 700 East Franklin Street, 5th Flr.
Richmond, VA 23218-1110

- A. **Prompt Payment Act:** In accordance with the Commonwealth of Virginia *Prompt Payment Act*, invoices shall be payable within thirty (30) days after receipt of invoice.

1. At a minimum, the following information shall be annotated on all invoices:

- Contract Number
- Contractor's Federal Tax Identification Number (FIN) or Social Security Number (SSN), if applicable.
- Contractor's address, telephone number, and point of contact.
- Date's of provided services.
- Type of services provided.

2. The Contractor shall notify the Fiscal Officer of the DJJ of all invoices that are in excess of thirty days.

X. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia* § 2.2-4366) ADR procedures are described in Chapter 9 of the Vendor's Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis

prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING**: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS**: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST**: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFP**: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS**: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT**:
 - . To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such /offeror) fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under

this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT**: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES**: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**
1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- S. **ANNOUNCEMENT OF AWARD**: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.
- T. **DRUG-FREE WORKPLACE**: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the

contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- U. **NONDISCRIMINATION OF CONTRACTORS:** A offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- V. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. **All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All offerors must register in eVA; failure to register will result in the proposal being rejected.**
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriated order Transaction Fee specified below. eVA Premium Vendor Registration Services includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitation and amendments.
- c. For orders issued August 16, 2006, and after, the Vendor Transaction Fee is:
- (i) DMBE-certified Small Business: 1%, capped at \$500 per order.
- (ii) Business that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- W. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

XI. SPECIAL TERMS AND CONDITIONS:

- A. Advertising: In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Virginia Department of Juvenile Justice will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. Audit: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. Availability Of Funds: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- D. Award To Multiple Offerors: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- E. Best And Final Offer (BAFO): At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- F. Award to Other Than the Highest Ranking Offeror(s): Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror(s) which, in its opinion, has made the best proposal(s) and shall award the contract to that offeror; however, if the contract is up to \$100,000, the contract may be awarded to a reasonably ranked minority or woman-owned offeror, that is other than the highest ranking offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly

qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

G. Formation Of Contractual Agreement:

1. Following receipt and careful evaluation of all proposals by the DJJ, a selection will be made of two or more firms deemed to be fully qualified and best suited among those submitting proposals. After all negotiations (including Best and Final Offer) have been conducted, the DJJ will select the firm which, in its opinion, has made the best proposal. The DJJ will award the contract by either of these methods:
2. Accept the proposal as written by issuing a written notice to the Selected Firm which refers to this RFP and accepts all or part of the proposal submitted in response to it and/or any addenda submitted during the negotiation process; or
3. Execute a mutually satisfactory written Agreement based on this RFP, the proposal submitted, and the negotiations concerning these.
4. If the DJJ determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award a contract to that firm.
5. Because the DJJ may use alternative (A) shown above, each firm must include in its written proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted

H. Cancellation Of Contract: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. Contractor/Subcontractor License Requirement: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: _____ Subcontractor Name: _____

License # _____ Type _____

J. Delivery: State your earliest firm delivery or performance date: _____ 20____. This date may be a factor in making the award.

K. Indemnification: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or

equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered

L. Small, Women, and Minority-Owned Businesses Subcontracting and Evidence of Compliance:

1. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) businesses. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.
2. Each prime contractor who wins an award in which provision of a small, women or minority-owned (SWAM) procurement plan is a condition of the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate remedies may be assessed in lieu of withholding such payment.

M. Prime Contractor Responsibilities: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

N. Renewal Of Contract: This contract may be renewed by the Commonwealth for four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than one half the percentage increase/decrease of the **Services** category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than one half the percentage increase/decrease of the **Services** category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- O. **Subcontracts:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- P. **eVA Business-To-Government Contracts and Orders:** The solicitation/contract will result in purchase order(s) with the eVA transaction fee specified below assessed for each order.
1. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - a. DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - b. Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- Q. **Notices:** All notices will be given in writing and deemed given when delivered to, or deposited in the U.S. Postal Service mail, certified mail return receipt requested, and addressed to the other party as shown below:

1. If to the DJJ:

James E. Harris, Jr.
Buyer Specialist
Materials Management Unit
Dept. of Juvenile Justice
700 Centre, 7th and Franklin Streets, 4th Flr.
P.O. Box 1110
Richmond, Virginia 23218-1110

2. If to the Selected Offeror:

The person signing the Selected Offeror's proposal in response to the DJJ's RFP, at the Selected Offeror's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

- R. Confidentiality: The Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project will be required to sign the Confidentiality statement in this solicitation.
- S. Expansion Of Target: Throughout the original contract term and any subsequent renewal, along with the identification of available funding, the Contractor may be utilized, at the sole discretion of the Purchasing Agency, to provide products and services in additional court service units of the DJJ. Additional services shall be provided only after written authorization and modification to this contract.

XII. PRICING SCHEDULE: Offerors shall identify and include within their proposal a pricing schedule that includes all standard costs/fees associated with the provision of the services identified in Section III, the "Statement of Needs," and as described in Section V "Specific Submission Requirements", paragraph J, "Price". Attachment D contains the format for the Pricing Schedule.

XIII. ATTACHMENTS:

- A. Offeror Data Sheet
- B. Addendum Acknowledgement
- C. SWAM (Small, Women, and Minority-Owned Businesses) Utilization Plan
- D. Pricing Schedule

**ATTACHMENT A
OFFEROR DATA SHEET**

The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in your proposal being scored lower.

Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

Vendor's Primary Contact: Name: _____ Phone: (____) _____

Years in Business: Indicate the length of time you have been in business providing this type of good or service: _____ Years _____ Months

Vendor Information:

FIN or FEI Number: _____ Company, Corporation, or Partnership
Social Security Number: _____ If Individual

Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

- A. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
- B. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
- C. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
- D. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

**ATTACHMENT B
ADDENDUM ACKNOWLEDGMENT**

I/we acknowledge receipt of the following addenda:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

In Compliance With this Request for Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name & Address of Firm:

_____ Zip Code _____

FEI/FIN No: _____
Telephone: (____) _____
FAX No.: (____) _____

By: _____
Signature in Ink

Printed Name

Title

Date
Email: _____

ATTACHMENT C

Attachment I: SWAM (Small, Women and Minority-owned Businesses) Utilization Plan

Offeror Name: _____ Preparer Name: _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Minority Business Enterprise?

Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Minority Business Enterprise? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the Collection Services contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business Enterprise: "Small business enterprise" shall mean an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in this provision prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or a federal guideline to be in compliance with a federal grant or program. **For purposes of the SWAM Program, the definition of small business enterprise shall be interpreted to include all certified women-owned and minority-owned businesses.**

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM**

Program, all certified women-owned businesses are also a small business enterprise.

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Minority Business Enterprise (DMBE) to be counted in the SWAM program. Certification applications are available through DMBE at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at www.dmbv.virginia.gov (Customer Service).

1. Plans for utilization of SWAM Businesses					
SWAM Business Name & Address	SWAM Status: Small (S), Women (W), Minority (M) & DMBE Certif. # & Date	Contact Person, Tele. & Email	Type of Goods and/or Services	Planned Contract Involvement	Planned Annual Contract Dollar Expenditure Amount
Totals \$					

ATTACHMENT D
PRICING SCHEDULE

Item	Price
Training Fees (per two-day session) x 4 sessions	
Participant Training Materials (per 50 participants)	
<p>Travel expenses shall be paid in accordance with Commonwealth of Virginia, State Travel Regulations to include: Cost of coach airfare, per diem rates for meals, lodging and incidental expenses; reimbursement for ground transportation, parking, etc.</p> <p>Travel expenses will be paid in accordance with Virginia State Travel Regulations based on submission of necessary receipts and documentation.</p>	N/A
Total	